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RECENT CASES.

Sales—Action on Contract—Defenses—Fraud.—Fox v. Tabel, 34 Atl. Rep. 101 (Conn.). In an action for breach of contract of sale, the plea that the plaintiff fraudulently represented himself as the agent of a third person in order to secure the execution of the contract, and that this third person had released the defendant from all liability is a good defense.

Notice—Record of Mortgage—Bona Fide Purchaser.—Zear v. Boston Safe Deposit and Trust Co., 43 Pac. Rep. 977 (Kan.). When the registrar of Deeds wrongly recorded a mortgage of property as for \$100 instead of \$1,000, and the property was thereafter sold under a deed reciting the mortgage correctly and correctly recorded, and thereafter the property was again sold and the deed thereof incorrectly recited the mortgage as being for \$100; it was held that the purchaser under the last deed could not set up the fact that he was a bona fide purchaser in a suit by the mortgagee to foreclose the mortgage, he being charged with notice of the mistake in the second deed.

Carriers—Agency—Negligence in Sale of Ticket.—Scott v. Cleveland C. C. & St. L. Ry. Co., 43 N. E. Rep. 133 (Ind.). A ticket agent for two different railroads negligently issuing a ticket over one when the application and payment were for a ticket over the other, as regards the applicant is the agent for the road to which the application was made and the road over which he issues the ticket and for which he is also agent, is not liable to the purchaser for the consequences of his negligence.

Gambling Contracts—Stocks Bought on Margins—Validity.—Dillaway et al. v. Alden, 33 Atl. Rep. 981 (Me.). Contracts for purchase and sale of stocks on margins are not illegal in case final balance is to be liquidated by actual delivery of remaining stocks.

Corporations—Banks—Stockholders' Liability.—Receivers.—Wilson et al v. Book et al, 43 Pac. Rep. 939 (Wash.). Where the constitution of a State declares that the stockholders of any banking corporation shall be personally and individually liable up to twice the amount of their stock, the liability of the stockholders is a secondary one, and cannot be enforced by the creditors, but